| REQUEST FOR QUOTATION (THIS IS NOT AN ORDER) | | | THIS RFQ IS IS NOT A SMALL BUSINESS SET-ASIDE | | | | PAGE OF | PAGES | | | |
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YOUTH ANTI-VIOLENCE WORKSHOP COORDINATION/PRODUCTION Fall 2010

Proposal: Two pages, to include:

- (1) Qualifications detailed via a resume
- (2) Examples of artistic work to be submitted at time of interview

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(3) Cost associated with developing the concept and details of the workshop in accordance with the above theme(s); cost to coordinate with the prosecutor's office and the community group which will help recruit youth; and cost associated with conducting the workshop, to include contractor's time, equipment, and other expert assistance.

Submission Date: Not Later Than September 27, 2010, 9:00 a.m. via e-mail margaret.cox.marvel@usdoj.gov

Contractor Registration: Contractors must register at <u>www.ccr.gov</u> prior to proposal submission in order to obtain certification to do business with the Government.

Statement of Work

The United States Attorney's Office, Eastern District of Philadelphia is soliciting for offerors to conduct anti-violence workshop for middle school/high school youth to deliver an anti-violence message through the medium of the arts in the Fall 2010. The contract requires coordination with a community group and law enforcement (courts, probation, prosecutors) in Philadelphia to recruit and identify youth participants (not to exceed 40 youth) in a workshop. The workshop will consist of up to 8 weeks of meetings to occur at least once per week with the selected youth. The meetings will take place after school hours at a designated Philadelphia community center to be determined at a later date. The workshop will culminate in an artistic event, whether musical, theatrical or video production, featuring one or more of these anti-violence themes:

- 1. Physical and Emotional Impact of violence
- 2. Impact of violence on family and the community, including the anti-snitch mentality
- 3. Impact on family and defendants when lengthy prison sentences are served for federal convictions at a distance from family and friends.

The contractor will design the workshop and assist the youth in expressing these themes through music, theater or video. The contractor will be required to coordinate with prosecutors to identify adult criminal offenders who might aid in the crime prevention message for youth. The contractor may contribute to the production of artistic material for dissemination to a larger community, such as schools, community groups, and the public at large. The contract does not include a video production, or its

dissemination. The contractor will be required to work in the a community to be identified that can accommodate the youth selected for the workshop in Philadelphia. To the extent that transportation, equipment and additional personnel are needed for the workshop, the costs of these items should be included in the proposal. Proposals need not include the cost of the location (venue) for the workshop.

Skills

Potential contractors must have skills in the arts and in direction/production of music, theater, or video production. Experience in working with urban youth who live in communities affected by violence is desirable.

Proposal

Two pages, to include:

- (1) Qualifications detailed via a resume
- (2) Examples of artistic work to be submitted at time of interview

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(3) Cost associated with developing the concept and details of the workshop in accordance with the above theme(s); cost to coordinate with the prosecutor's office and the community group which will help recruit youth; and cost associated with conducting the workshop, to include contractor's time, equipment, and other expert assistance.

All material developed for the workshop and or any recorded materials will become the property of the United States Government.

Security Clearance

Candidates should anticipate that they will go through a federal government security clearance and will submit the necessary paperwork for the completion of that process, which includes at a minimum name, address, fingerprints and credit check.

Interviews

Interviews with offerors to discuss submitted proposals will be conducted by a selection committee on September 27th, 28th, and or the 29th at the United States Attorney's Office, Eastern District of Pennsylvania, 615 Chestnut Street, Suite 1250, Philadelphia, PA 19106. Appointments will be coordinated with the offerors prior to these dates. The offerors are required to submit their preferred method of contact information with their proposals. Offerors are encouraged to bring samples of their artistic work to the interview.

Evaluation

The below evaluation factors are listed in order of importance:

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- (1) experience working with youth in the arts
- (2) skills in communicating with youth

- (3) experience in the arts (whether music, theater production or video production)
- (4) creative insight
- (5) total cost of the concept, design, and implementation of the Fall 2010 Youth Anti-Violence Workshop

Performance will begin immediately upon contract award.

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Submission Date

Offerors are responsible for submitting offers electronically, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by 9:00 a.m. Eastern Standard Time on Monday, September 27, 2010. Submissions should be sent electronically to margaret.cox.marvel@usdoj.gov. Only electronic submission of proposals will be accepted.

The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the quotation.

Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made; the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition.

The Government intends to evaluate offers and award a purchase order without discussions of pricing. The Government anticipates making one award from this solicitation. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

All offerors must be registered in the Central Contractor Registration System (CCR). The following information is provided to aid in the initiation of the registration:

52.204-7 Central Contractor Registration.

Central Contractor Registration (JUL 2006)

(a) Definitions. As used in this clause—

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number—
- (i) If located within the United States, by calling Dun and Bradstreet at 1–866–705–5711 or via the Internet at http://www.dnb.com; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and Zip Code.

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- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this

contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

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(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1–888–227–2423, or 269–961–5757

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Attachment A- Request for Quotation

| FAR 52.252-2 | Clauses Incorporated by Reference (FEB 98) - This Request for Quotation incorporates the following clauses by reference with the same force and effect as if they were given in full text. The contractor shall complete any required information items below in applicable provisions/clauses and submit this attachment with their quotation. Clauses clearly not applicable by virtue of the nature of the requirement (e.g., the option clause(s) in a requirement without option quantities or periods), are considered self-deleting. |
|--------------|--|
| FAR 52.204-3 | Tax Identification Number (OCT 98) - If known, please indicate your Tax Identification Number (TIN). |
| FAR 52.204-6 | Data Universal Numbering System (DUNS) (APR 08) - If known, please indicate your Contractor Identification Number (DUNS #) |
| FAR 52.204-9 | Personal Identity Verification of Contractor Personnel (SEP 2007) - When performance requires contractor personnel to have access to Department of Justice facilities or information systems. |
| FAR 52.217-3 | Evaluation Exclusive of Options (APR 84) - When the RFQ indicates option quantities will not be considered as part of the evaluation process. |
| FAR 52-217-5 | Evaluation of Options (JUL 90) - When the RFQ indicates option quantities will be considered as part of the evaluation process. |
| FAR 52.219-1 | Small Business Representation (MAY 04) - Complete if the estimated dollar value of the purchase exceeds the micro-purchase threshold and the contractor will perform the contract inside the United States or its outlying areas. Contracting Officer shall provide NAICS code and size standard below. |
| | The North America Industry Classification System (NAICS) code for this acquisition is The small business size standard is |
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The prospective contractor should provide the information below:

| The offer | or represents as pa | art of its quo | tation that it is | or is | | |
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| not a small business concern; | | | | | | |
| is | or is not | | a small disadvanta | iged business | | |
| concern; | | | | | | |
| is | or is not | | a woman-owned s | mall business | | |
| concern; | | | | | | |
| is | or is not | | a veteran-owned s | mall business | | |
| concern; | | | | | | |
| is | or is not | | a service-disabled | , veteran-owned | | |
| small bus | siness concern; | | | | | |
| is | or is not | | a HUBZone smal | l business | | |
| concern. | | | | | | |
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| m | | manufactur | end product listed ed in a correspond | | | |

[] The offeror may supply an end product listed above that was mined, produced, or manufactured in the corresponding country as listed for that product provided the offeror has certified that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

FAR 52.225-2 Buy American Act Certificate (Feb 2009)

(b) Foreign End Products:

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product". The terms "commercially available off-the-shelf (COTS) item".

"component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

| Line Item No. | Country of Origin |
|--|-------------------|
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| | |
| [List as necessary] | |

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

| -Attachment E - All Open Market Purchase Order |
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| FAR 52.252-2 | Clauses Incorporated by Reference (FEB 98) - This order incorporates the following clauses by reference with the same force and effect as if they were given in full text. The contractor shall complete any required information items below in applicable provisions/clauses. Clauses clearly not applicable by virtue of the nature of the requirement (e.g., the option clause(s) in a requirement without option quantities or periods), are considered self-deleting. |
|---------------|---|
| FAR 52.204-2 | Security Requirements (AUG 96) - When the order requires access to classified documents. |
| FAR 52.204-7 | Central Contractor Registration (APR 08) - in all orders unless an exception applies as listed in FAR 4.1102(a). |
| FAR 52.204-9 | Personal Identity Verification of Contractor Personnel (SEP 07) - When performance requires contractor personnel to have access to Department of Justice facilities or information systems. |
| FAR 52.211-11 | Liquidated Damages-Supplies, Services, or Research and Development (SEP 00) - When the order specifies that liquidated damages will be charged for late delivery, liquidated damages of \$ shall be charged per calendar day of delay. |
| FAR 52.213-2 | Invoices (APR 84) - Applies to orders that authorize advance payments for subscriptions or other charges for newspapers, magazines, periodicals, or other publications. |
| FAR 52.213-3 | Notice to Suppliers (APR 84) - Applies to unpriced (Not-To-Exceed (NTE)) purchase orders. |
| FAR 52-213-4 | Terms and Conditions-Simplified Acquisitions (Other than Commercial Items) (OCT 09) - Applies to simplified acquisitions that exceed the micro-purchase threshold that are for other than commercial items. |
| FAR 52-217-6 | Option for Increased Quantity (MAR 89) - Exercise of the option shall be provided within days of expiration of the current period. (If no specified number of days, the Government may exercise the option quantity up to the last day of the current period). |
| | |

| FAR 52.217-8 | Option to Extend Services (NOV 99) - Exercise of the option shall be provided within days of expiration of the current period. (If no specified number of days, the Government may exercise the option quantity up to the last day of the current period). |
|---------------|--|
| FAR 52.217-9 | Option to Extend the Term of the Contract (MAR 00) - Preliminary written notice of the Governments intention to exercise of the option shall be provided within days of expiration of the current period. The Government shall exercise the option period in writing within days of the expiration of the current period. (Unless a different number of days is specified above, the days shall be 60 and 30, respectively). |
| FAR 52.222-19 | Child Labor - Cooperation with Authorities and Remedies (AUG 09) - Include in all solicitations and contracts/orders for the acquisition of supplies that are expected to exceed the micro-purchase threshold. |
| FAR 52.222-22 | Previous Contracts and Compliance Reports (FEB 99) - Required when the Equal Opportunity clause is required: |
| | TO BE COMPLETED BY VENDOR - Contractor has has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; Contractor has has not filed all required compliance reports. |
| FAR 52.223-6 | Drug-Free Workplace (MAY 01) - Applies to all solicitations and contracts, including modifications to contracts issued under FAR 6.3, except - actions under the simplified acquisition threshold (unless awarded to an individual); for the acquisition of commercial items; when performed outside the United States and its outlying areas; if determined by a Law Enforcement Agency Head that application would be inappropriate in connection with the law enforcement agency's undercover operations. |
| FAR 52.232-18 | Availability of funds (APR 84) - Applies if order will be chargeable to funds of the new year and the contracting action is to be initiated before funds become available. A clear indication of the application of the Availability of Funds clause to the order should be clearly indicated on the front page of the order. |
| FAR 52.232-23 | Assignment of Claims (JAN 86) - Applies when the order is expected to exceed the micro-purchase threshold, unless the order specifically prohibits assignment of claims. |

| FAR 52.232-34 | Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 99). (Applies to contracts/orders where the solicitation/contract requires EFT as the method of payment, but does not include the clause at 52.204-7, Central Contractor Registration). |
|----------------|--|
| FAR 52.233-4 | Applicable Law for Breach of Contract Claim (OCT 04) |
| FAR 52.242-15 | Stop Work Order (AUG 89) |
| FAR 52.246-1 | Contractor Inspection (APR 84) |
| FAR 52.247-29 | F.o.b. Origin (FEB 06) - Applies when the delivery term is f.o.b. origin. |
| FAR 52.247-34* | F.o.b. Destination (NOV 91) - Applies when the delivery term is f.o.b. destination. |
| FAR 52.247-35 | F.o.b. Destination within Consignee's Premises (APR 84) - Applies when the delivery term is f.o.b. destination within consignee's premises. |
| FAR 52.249-1 | Termination for the Convenience of the Government (Fixed-Price) (Short Form) (APR 84). |

^{*}NOTE - Unless otherwise specifically indicated in the RFQ or order, the F.o.b Destination clause (FAR 52.247-34) shall be deemed to be the applicable clause in this order.

Attachment G - Open Market Purchase Orders for Services

| FAR 52.252-2 | Clauses Incorporated by Reference (FEB 98) - This order incorporates the following clauses by reference with the same force and effect as if they were given in full text. The contractor shall complete any required information items below in applicable provisions/clauses. Clauses clearly not applicable by virtue of the nature of the requirement (e.g., the option clause(s) in a requirement without option quantities or periods), are considered self-deleting. |
|---------------|---|
| FAR 52.222-41 | Service Contract Act (NOV 07) - Applies to orders over \$2,500 to which the Service Contract Act applies. |
| FAR 52.222-42 | Statement of Equivalent Rates (MAY 89) - Applies if the order is expected to be over \$2,500 and the Service Contract Act is applicable. |
| FAR 52.222-43 | Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 09) - Applies to orders containing the Service Contract Act and is a multiple year contract or is a contract with options to renew. |
| FAR 52.222-48 | Exemption from Application of Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification. (FEB 09) - Applies to any order calling for maintenance, calibration, and/or repair of information technology, scientific and medical and/or office and business equipment that is exempt from the Service Contract Act. |
| FAR 52.222-50 | Combating Trafficking in Persons (FEB 09) - applies to all acquisitions for services except those acquired under FAR Part 12 (Commercial Services). |
| FAR 52.223-12 | Refrigeration Equipment and Air Conditioners (MAY 95) - Applies when the order includes maintenance, repair, or disposal of any equipment or appliance using ozone-depleting substances as a refrigerant, such as air conditioners, including motor vehicles, refrigerators, chillers, or freezers. |
| FAR 52.224-1 | Privacy Act Notification (APR 84) - Required when the design, development, or operation of a system of records on individuals is required to accomplish an agency function. |
| FAR 52.224-2 | Privacy Act (APR 84) - Required when FAR 52.224-1 is used. |

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| FAR 52.227-14 | Rights in Data-General (DEC 07) - Applies to orders if it is contemplated that data will be produced, furnished, or acquired under the order. |
|---------------|--|
| FAR 52.237-1 | Site Visit (APR 84) - Applies when services are to be performed on Government installations, unless the Request for Quotations is for construction. |
| FAR 52.237-2 | Protection of Government Buildings (APR 84) - Applies when services are to be performed on Government installations, unless a construction contract is contemplated. |
| FAR 52.239-1 | Privacy or Security Safeguards (AUG 96) - Applies to orders for information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services. |
| FAR 52.243-1 | Changes-Fixed Price (AUG 87), Alternate I (AUG 87). |